

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE <span style="border-bottom: 1px solid black; width: 20px;"></span> OF <span style="border-bottom: 1px solid black; width: 20px;"></span> PAGES	
1. REQUEST NO. <b>SRP-380-16-Q-0177</b>	2. DATE ISSUED <b>09/09/2016</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>PR5560025</b>		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <span style="border-bottom: 1px solid black; width: 20px;"></span>	
5a. ISSUED BY <b>GSO/Contracting &amp; Procurement</b>				6. DELIVER BY (Date) <span style="border-bottom: 1px solid black; width: 100%;"></span>	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME <b>Bernadette B. Legayada</b>		TELEPHONE NUMBER AREA CODE <b>632</b> NUMBER <b>301-2000 x 2975</b>		9. DESTINATION a. NAME OF CONSIGNEE <span style="border-bottom: 1px solid black; width: 100%;"></span>	
8. TO: a. NAME <span style="border-bottom: 1px solid black; width: 150px;"></span> b. COMPANY <span style="border-bottom: 1px solid black; width: 150px;"></span>				b. STREET ADDRESS <span style="border-bottom: 1px solid black; width: 100%;"></span>	
c. STREET ADDRESS <span style="border-bottom: 1px solid black; width: 100%;"></span>				c. CITY <span style="border-bottom: 1px solid black; width: 100%;"></span>	
d. CITY <span style="border-bottom: 1px solid black; width: 100%;"></span>		e. STATE <span style="border-bottom: 1px solid black; width: 50px;"></span>	f. ZIP CODE <span style="border-bottom: 1px solid black; width: 50px;"></span>	d. STATE <span style="border-bottom: 1px solid black; width: 50px;"></span>	e. ZIP CODE <span style="border-bottom: 1px solid black; width: 50px;"></span>
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) <b>09/23/16 10AM</b>		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>The US Embassy Manila invites you to submit a quotation for the supply and delivery of materials to be used for Telecommunications System Upgrade at Staff Apt and Townhouse units.</p> <p>NOTE: Please refer to attached file as reference. Kindly use the attached excel file.</p> <p>The attached FAR/DOSAR Clauses will form part of the resultant order.</p> <p>Note: All actions which are over \$25K, prospective vendor must be registered within the Central Contractor Registration (CCR) which is now under System of Award Management (SAM).</p>				
12. DISCOUNT FOR PROMPT PAYMENT <span style="border-bottom: 1px solid black; width: 20px;"></span>		a. 10 CALENDAR DAYS (%) <span style="border-bottom: 1px solid black; width: 50px;"></span>	b. 20 CALENDAR DAYS (%) <span style="border-bottom: 1px solid black; width: 50px;"></span>	c. 30 CALENDAR DAYS (%) <span style="border-bottom: 1px solid black; width: 50px;"></span>	d. CALENDAR DAYS NUMBER <span style="border-bottom: 1px solid black; width: 50px;"></span> PERCENTAGE <span style="border-bottom: 1px solid black; width: 50px;"></span>
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER <span style="border-bottom: 1px solid black; width: 100%;"></span>			16. SIGNER a. NAME (Type or print) <span style="border-bottom: 1px solid black; width: 150px;"></span> b. TELEPHONE <span style="border-bottom: 1px solid black; width: 100px;"></span>		AREA CODE <span style="border-bottom: 1px solid black; width: 50px;"></span>
b. STREET ADDRESS <span style="border-bottom: 1px solid black; width: 100%;"></span>					
c. COUNTY <span style="border-bottom: 1px solid black; width: 100%;"></span>			c. TITLE (Type or print) <span style="border-bottom: 1px solid black; width: 150px;"></span>		NUMBER <span style="border-bottom: 1px solid black; width: 50px;"></span>
d. CITY <span style="border-bottom: 1px solid black; width: 100%;"></span>		e. STATE <span style="border-bottom: 1px solid black; width: 50px;"></span>	f. ZIP CODE <span style="border-bottom: 1px solid black; width: 50px;"></span>		

**Document Summary:**

The U.S. Embassy Manila invites you to submit a quotation for the supply and delivery of materials to be used for Telecommunications System Upgrade at Staff Apt and Townhouse units.

Please refer to attached for the complete requirements.

**Remarks:**

Price offer shall be firm fixed-price, VAT exempt. The U.S. Government is exempt from paying the ad valorem/specific tax, customs and duties imposed by the Philippine Government under section 106 (a) and 109 of the Tax Code of 1997, respectively. Thus, price(s) shall be billed to the U.S. Government net of ad valorem tax, value added tax, customs and duties.

Payment shall be made via Electronic Fund Transfer (EFT) within 30 days from receipt of the items ordered and the original copy of invoice. The Direct Deposit Sign Up Form for EFT payment will be provided to the vendor upon award. All items should be delivered to US Embassy Manila Seafront Compound, Pasay City. See attached document for further remarks, including applicable clauses.

**Instructions:****LOCAL VENDORS/SUPPLIERS/CONTRACTORS**

You may submit your firm fixed price (Exclusive of VAT) through e-mail to [LegayadaBB@state.gov](mailto:LegayadaBB@state.gov) or send through fax at + 632 548-6762

**FOREIGN VENDORS/SUPPLIERS/CONTRACTORS**

You may submit your firm fixed price (FOB Destination) through e-mail at [LegayadaBB@state.gov](mailto:LegayadaBB@state.gov) or send through fax at +632 301-2964/62. Please include estimated weight of the items, mode of shipment (unless indicated), shipping cost and delivery schedule in your quotation.

The shipping address is as follows:

***Via Ocean Freight***, shipment shall be consigned to:

AMERICAN EMBASSY MANILA, PHILIPPINES

***Via USDA***, shipment shall be consigned to:

U.S. Embassy Manila

Lincoln Moving & Storage

8420 South 190<sup>th</sup> St.

Kent, WA 98031

## List of Materials to be used for Seafront Telecommunication System Upgrade at Townhouse Units/Building

Item no.	Specification	Quantity	unit	Unit Price	Cost
1	Main Patch Panel w/enclosure - Wall mount w/ 6 phone jacks-RJ45 (blue) & 6 LAN jacks-RJ45 (orange) - Wall mount	24	sets		
2	4 Gang/Quad faceplate - white color, Panduit Brand	93	pcs.		
3	CAT5e-RJ 45 Modular Jack - Blue, Panduit Brand	130	pcs.		
4	CAT5e-RJ 45 Modular Jack - Orange, Panduit Brand	130	pcs.		
5	CAT5e-RJ 45 Modular Jack - White, Panduit Brand	165	pcs.		
6	RG6 Modular Jack/F- Type - U.S. Brand	130	pcs.		
7	Surface Mounted Box/Plastic/Utility Box 4 Gang Jack, Panduit Brand	93	pcs.		
8	CAT6 Cable-8 Wires, UTP, Blue Color, 1000 ft per box, U.S. Brand	14	box		
9	CAT6 Cable-8 Wires, Shielded Cable, Outdoor Type, 1000 ft per box, U.S. Brand	12	box		
10	CAT6 Cable-8 Wires, UTP, Orange Color, 1000 ft per box, U.S. Brand	14	box		
11	RG6 Coaxial Cable, 1000 ft per box. U.S. Brand	14	box		
12	RG11 Coaxial Cable/Outdoor Type, 1000 ft per box. U.S. Brand	6	box		
13	Telecommunication Cabinet -18U/19 inches Rack & Wall-mount cabinet	1	set		
14	Patch Panel/CAT5e/CAT6/24 Ports - 19 inches rack-mount for Voice/LAN/CATV	5	sets		
15	Cable Guide - 19 inches Rack-mount	2	sets		
16	Main Distribution Box/NEMA 3R (12 x 12 x10) with hinged Cover. U.S. Brand	24	sets		
17	Pull Box/NEMA 3R (16 x 16 x 12). U.S. Brand with Hinges Cover	8	sets		
18	Pull Box #1 /NEMA 3R (12 x 12 x 10). U.S. Brand with Hinges Cover	24	sets		
19	Pull Box #2 /NEMA 3R (8 x 8 x 6). U.S. Brand with Hinges Cover	24	sets		
15	Square Box, 4-11/16 x 4-11/16 x Depth Type, KO = 3/4 inch with cover. U.S. Brand	60	pcs.		
16	LL Condulet-3/4 inch in dia.. U.S. Brand	93	pcs.		
17	12mm x 400 mm x 4mm thick Cable Tie, black color (100 pcs. per pack)	3	packs		
18	Silicon sealant	24	tubes		
19	3/4 inch in dia. PVC Pipe x 10 long, Sch. 40 - Neltex Brand	400	pcs.		
20	2 inches in dia. PVC Pipe x 10 long, Sch. 40. - Neltex Brand	200	pcs.		
21	4 inches in dia. PVC Pipe x 10 long, Sch. 40. - Neltex Brand	60	pcs.		
22	1 inch in dia. Plastic Molding with adhesive - U.S. Brand Brand	130	pcs.		
23	3/4 inch in dia. PVC Elbow -Neltex Brand	200	pcs.		
24	1 inch in dia. Plastic molding Elbow - Neltex Brand	85	pcs.		
25	2 inches in dia. PVC Elbow -Neltex Brand	100	pcs.		
26	4 inches in dia. PVC Elbow -Neltex Brand	20	pcs.		

27	3/4 inch in dia. PVC box connector - Neltex Brand		240	pcs.	
28	2 inches in dia. PVC box connector - Neltex Brand		120	pcs.	
29	4 inches in dia. PVC box connector - Neltex Brand		16	pcs.	
30	3/4 inch in dia. Locknut		480	pcs.	
31	2 inches in dia. Locknut		240	pcs.	
32	4 inches in dia. Locknut		32	pcs.	
33	3/4 inch in dia. Bushing		240	pcs.	
34	2 inches in dia. Bushing		120	pcs.	
35	4 inches in dia. Bushing		16	pcs.	
36	3/4 inch in dia. Clamp - Malleable Tyoe		400	pcs.	
37	Assorted unitrust clamp, bracket, hanger, and box/pipe supports		1	lot	
38	Anchor Bolt - 3/8 inch in dia. X 2 inches long. U.S Brand		100	pcs.	
39	Anchor Bolt - 1/4 inch in dia. X 1-1/4 inches long. U.S Brand		120	pcs.	
40	Wall anchor - 5/16 inch x 1 inch in dia. Long, 100 pcs. box		5	boxes	
41	Consumable Materials		1	lot	
42	½ inch (13mm) nylon cord (1000 meters/Roll)		5	rolls	
43	Concrete Cement, Portland Brand		100	bags	
44	Sand		180	bags	
45	Gravel		350	bags	
46	12mm Round Bar x 20 feet long		30	bags	
47	10 mm Round Bar x 20 feet long		20	bags	
48	GI Wire		10	kilos	
49	1/4 inch Flywood, 4 feet x 8 feet long		8	pcs.	
50	Wood Lumber, 2 x 2 x 10 feet long.		24	pcs.	
51	3 inches long Ordinary Nail		5	kilos	
52	1 inch long Ordinary Nail		3	kilos	
53	QDE Paint - White, Boysen Brand		24	gal.	
54	Paint Brush, 2 inch wide		24	pcs.	
55	Paint Brush, 1 inch wide		24	pcs.	
56	Assorted Tinting color		10	pint	
57	Electrical Caution Tape - 3 inch Wide x 1000 feet per roll - U.S. Brand		4	rolls	
58	Stainless Plate Cover -Handhole, 17 inches x 17 inches x 1/4 inch Thickness		7	sets	
59	Power Outlet 120VAC & 220VAC with wires and conuits		1	lot	
60	PVC False Column (to cover the new riser 2 inches PVC Conduit/Pipe)		1	lot	
61	Restoration Cost for of all affected and damages to its original conditions/etc.		1	lot	
					TOTAL COST PHP
					-

## List of Materials to be used for Telecommunication System Upgrade at Staff Apt. Building

Item no.	Specification	Quantity	unit	Unit Price(Php)	Cost (Php)
1	Main Patch Panel w/Wooden Cabinet enclosure/Varnish Finished - Wall mount	18	sets		
2	4 Gang/Quad faceplate - white color, Panduit Brand	80	pcs.		
3	CAT5e-RJ 45 Modular Jack - Blue, Panduit Brand	114	pcs.		
4	CAT5e-RJ 45 Modular Jack - Orange, Panduit Brand	114	pcs.		
5	CAT5e-RJ 45 Modular Jack - White, Panduit Brand	54	pcs.		
6	RG6 Modular Jack/F-Type - U.S. Brand	114	pcs.		
7	Surface Mounted /Plastic/Utility Box for 4 Gang Jack, Panduit Brand	80	pcs.		
8	CAT6 Cable-8 Wires, UTP, Blue Color, 1000 ft per box, U.S. Brand	12	box		
9	CAT6 Cable-8 Wires, Shielded Cable, Outdoor Type, 1000 ft per box, U.S. Brand	10	box		
10	CAT6 Cable-8 Wires, UTP, Orange Color, 1000 ft per box, U.S. Brand	12	box		
11	RG6 Coaxial Cable, 1000 ft per box. U.S. Brand	12	box		
12	RG11 Coaxial Cable/Outdoor Type, 1000 ft per box. U.S. Brand	5	box		
13	Patch Panel/CAT5e/CAT6/24 Ports - 19 inches rack-mount for Voice/LAN/CATV	5	sets		
14	Cable Guide - 19 inches Rack-mount	3	sets		
15	Main Distribution Box/NEMA 3R (12 x 12 x10) with hinged Cover. U.S. Brand	20	sets		
16	Telecommunication Cabinet -18U/19 inches Rack & Wall-mount cabinet	1	set		
17	Pull Box/NEMA 3R (16 x 16 x 12). U.S. Brand	2	sets		
18	Square Box, 4-11/16 x 4-11/16 x Depth Type, KO = 3/4 inch with cover. U.S. Brand	54	pcs.		
19	LL Condulet-3/4 inch in dia.. U.S. Brand	90	pcs.		
21	12mm x 400 mm x 4mm thick Cable Tie, black color (100 pcs. per pack)	5	packs		
22	Silicon sealant	18	tubes		
23	3/4 inch in dia. PVC Pipe x 10 long, Sch. 40 - Neltex Brand	190	pcs.		
24	2 inches in dia. PVC Pipe x 10 long, Sch. 40. - Neltex Brand	45	pcs.		
25	3 inches in dia. PVC Pipe x 10 long, Sch. 40. - Neltex Brand	25	pcs.		
26	1 inch in dia. Plastic Molding with adhesive - U.S. Brand Brand	140	pcs.		
27	3/4 inch in dia. PVC Elbow -Neltex Brand	54	pcs.		
28	1 inch in dia. Plastic Molding Elbow - U.S. Brand Brand	54	pcs.		
30	2 inches in dia. PVC Elbow -Neltex Brand	30	pcs.		
31	3 inches in dia. PVC Elbow -Neltex Brand	10	pcs.		
32	3/4 inch in dia. PVC box connector - Neltex Brand	260	pcs.		
34	2 inches in dia. PVC box connector - Neltex Brand	55	pcs.		
35	3 inches in dia. PVC box connector - Neltex Brand	16	pcs.		
36	3/4 inch in dia. Locknut	520	pcs.		
38	2 inches in dia. Locknut	60	pcs.		

39	3 inches in dia. Locknut		20	pcs.		
40	3/4 inch in dia. Bushing		260	pcs.		
41	2 inches in dia. Bushing		55	pcs.		
42	3 inches in dia. Bushing		16	pcs.		
43	3/4 inch in dia. Clamp - Malleable Tyoe		380	pcs.		
44	Assorted unitrust clamp, bracket, hanger, and box/pipe supports		1	lot		
45	Anchor Bolt - 3/8 inch in dia. X 2 inches long. U.S Brand		100	pcs.		
46	Anchor Bolt - 1/4 inch in dia. X 1-1/4 inches long. U.S Brand		160	pcs.		
47	Wall anchor - 5/16 inch x 1 inch in dia. Long, 100 pcs. box		5	boxes		
48	Consumable Materials		1	lot		
49	1/2 inch (13mm) nylon cord (1000 meters/Roll)		2	rolls		
50	Concrete Cement, Portland Brand		100	bags		
51	Sand		180	bags		
52	Gravel		320	bags		
53	Stainless Plate Cover w/ lifting handle for Handhole, 17 inches x 17 inches x 1/4 inch Thickness, Grade 304		6	pcs.		
54	12mm Round Bar x 20 feet long		30	pcs.		
55	10 mm Round Bar x 20 feet long		14	pcs.		
56	GI Wire		7	kilos		
57	1/4 inch Flywood, 4 feet x 8 feet long		12	pcs.		
58	Wood Lumber, 2 x 2 x 10 feet long.		21	pcs.		
59	3 inches long Ordinary Nail		5	kilos		
60	1 inch long Ordinary Nail		3	kilos		
61	QDE Paint - White, Boysen Brand		24	gal.		
62	Paint Brush, 2 inch wide		24	pcs.		
63	Paint Brush, 1 inch wide		24	pcs.		
64	Assorted Tinting color		10	pint		
65	Electrical Caution Tape - 3 inch Wide x 1000 feet per roll - U.S. Brand		10	rolls		
66	Power Outlet 120VAC & 220VAC with wires and conuits		1	lot		
67	PVC False Column (to cover the new riser 2 inches PVC Conduit/Pipe)		1	lot		
68	Restoration Cost for of all affected and damages to its original conditions/etc.		1	lot		
					TOTAL COST PHP	-

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).



\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

\_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

\_\_\_(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

\_\_\_(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following DOSAR clauses are provided in full text:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require Contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) Clearly identify themselves and their contractor affiliation in meetings;
- (3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever Contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION  
(FIXED-PRICE) (AUG 1999)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE  
LEAVE (APR 2004)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)